

CAUSE NO. _____

SATTERFIELD AND PONTIKES	§	IN THE DISTRICT COURT OF
CONSTRUCTION, INC. AND	§	
SATTERFIELD AND PONTIKES	§	
CONSTRUCTION, INC., SUCCESSOR	§	
IN INTEREST TO SATTERFIELD &	§	
PONTIKES CONSTRUCTION GROUP,	§	
LLC,	§	
Plaintiffs	§	
	§	
VS.	§	HARRIS COUNTY
	§	
ACE AMERICAN INSURANCE	§	
COMPANY,	§	
	§	
Defendant	§	____ DISTRICT COURT

ORIGINAL PETITION

PLAINTIFFS SATTERFIELD AND PONTIKES CONSTRUCTION, INC. and SATTERFIELD AND PONTIKES CONSTRUCTION, INC., SUCCESSOR IN INTEREST TO SATTERFIELD & PONTIKES CONSTRUCTION GROUP, LLC, file this Original Petition against DEFENDANT ACE AMERICAN INSURANCE COMPANY (“ACE”), stating as follows:

DISCOVERY CONTROL PLAN

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, discovery is intended at Discovery Level 2.

PARTIES

2. Satterfield and Pontikes Construction, Inc. is a corporation organized and existing under the laws of the State of Texas, with its principal place of business in Harris County. Satterfield and Pontikes Construction, Inc. is also the successor in interest to Satterfield &

Pontikes Construction Group, LLC. Unless otherwise indicated, both plaintiffs are collectively referred to as “Satterfield and Pontikes.”

3. ACE American Insurance Company is a corporation organized and existing under the laws of the State of Pennsylvania with its principal place of business in the State of Pennsylvania and doing business in the State of Texas. ACE may be served through its designated agent for service, CT Corporation System, 350 North S. Paul Street, Dallas, Texas 75201, or through the Texas Insurance Commissioner or the Texas Secretary of State, or by any other lawful means. Issuance of a citation and service upon this defendant is requested.

JURISDICTION

4. This Court has jurisdiction of the subject matter of this action because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

VENUE

5. Venue is proper in Harris County, Texas, pursuant to Texas Civil Practice and Remedies Code §15.002, because all or a substantial part of the events or omissions giving rise to the claim of Satterfield and Pontikes occurred in Harris County, Texas.

FACTS GIVING RISE TO CONTROVERSY

6. Satterfield and Pontikes was the prime contractor for the construction of the Phoenix Pre-K to 12 Project in Braithwaite, Louisiana (the “Project”), pursuant to a contract with the Plaquemines Parish School Board (“School Board”). During construction, the Project sustained considerable damage when Hurricane Isaac struck on August 27, 2012.

7. Satterfield and Pontikes obtained and provided the builders risk coverage for the Project from ACE pursuant to the requirements of the prime contract with the School Board. On the date of the hurricane, Satterfield and Pontikes had in full force and effect a Completed Value

Builders Risk Form Insurance Policy written by ACE and issued to Satterfield and Pontikes as named insured in Harris County, Texas (the “ACE Policy”). Satterfield and Pontikes made a claim for the value of the direct physical loss to the Project, but ACE has failed and refused to honor its obligations under the policy and has denied coverage or delayed adjustment for most of the damage.

8. To date, ACE has failed or refused to pay in excess of \$3,000,000 arising out of physical loss and damage to the Project. The damage to the school was caused primarily by wind-driven rain that entered the building during Hurricane Isaac. This damage to the Project constitutes “direct physical loss or damage” to the Project and is within the all risk coverage provided by the ACE Policy.

FIRST CAUSE OF ACTION — DECLARATORY JUDGMENT

9. Satterfield and Pontikes realleges and incorporates by reference the allegations contained in paragraphs 1 through 8 above.

10. This first cause of action is for a declaratory judgment pursuant to Chapter 37 of the Texas Civil Practice & Remedies Code, the Texas Uniform Declaratory Judgment Act.

11. An actual controversy of a judicial nature exists between Satterfield and Pontikes, on the one hand, and ACE on the other, involving their rights and obligations under the ACE Policy relative to the extensive damage to the Project. The resolution of this controversy is dependent upon an analysis of the ACE Policy and the facts and circumstances of the loss at the Project.

12. Satterfield and Pontikes has complied with all conditions precedent to coverage under the ACE Policy.

13. Satterfield and Pontikes is entitled to the declaration of this Court that ACE is obligated to provide coverage for the physical loss and damage to the Project. Satterfield and Pontikes is also entitled to a declaration of this Court that ACE is obligated to pay Satterfield and Pontikes's attorneys fees and costs incurred in this action.

SECOND CAUSE OF ACTION — BREACH OF CONTRACT

14. Satterfield and Pontikes realleges and incorporates by reference the allegations contained in Paragraphs 1 through 13 above.

15. Satterfield and Pontikes has complied with all conditions precedent to coverage under the ACE Policy.

16. Despite the terms of the ACE Policy obligating ACE to indemnify Satterfield and Pontikes, ACE has failed and refused to fulfill its obligations to Satterfield and Pontikes under its policy.

17. The failure of ACE to fulfill its contractual obligations constitutes a material breach of the policy contract, which has caused damage to Satterfield and Pontikes.

18. As a result of the breach by ACE of its policy contract, Satterfield and Pontikes is entitled to recover from ACE all of its damages, including indemnity for all damages arising out of the physical loss of property during Hurricane Isaac.

THIRD CAUSE OF ACTION – ATTORNEYS FEES

19. Satterfield and Pontikes realleges and incorporates by reference the allegations contained in paragraphs 1 through 18 above.

20. Satterfield and Pontikes has retained the services of the law firm of Cokinos, Bosien & Young, of Houston, Texas. Satterfield and Pontikes has agreed to pay Cokinos, Bosien & Young a reasonable fee for its services necessarily rendered and to be rendered in this

action. Pursuant to Chapters 37 (Declaratory Judgment) and 38 (Breach of Contract) of the Texas Civil Practices & Remedies Code, Satterfield and Pontikes is entitled to an award of its reasonable attorneys fees in an amount to be established at trial.

WHEREFORE, Satterfield and Pontikes requests the Court to grant it the following relief:

- (1) A declaration by this Court that ACE owes a duty to provide full indemnity to Satterfield and Pontikes for the damage to the Project;
- (2) Judgment awarding Satterfield and Pontikes all damages it has suffered as a result of the breach by ACE of its policy contract;
- (3) Judgment that Satterfield and Pontikes is entitled to recovery of its costs and expenses, including attorneys fees, incurred in pursuing coverage from ACE in this action and any appeal;
- (4) Judgment awarding Satterfield and Pontikes pre-judgment and post-judgment interest in the maximum amount as allowed by law; and
- (5) Such other and further relief as the court deems just and equitable under the circumstances.

Respectfully submitted,

COKINOS, BOSIEN & YOUNG

/s/ Todd A. Riddle

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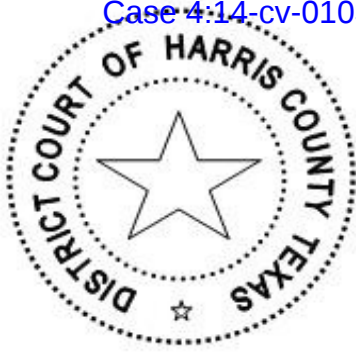
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COUNSEL FOR PLAINTIFF, SATTERFIELD
AND PONTIKES



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this April 15, 2014

Certified Document Number: 57084781 Total Pages: 6

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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